



REQUEST FOR PROPOSAL (RFP)
DEBRIS, EROSION, AND SEDIMENT CONTROL
SERVICES DPW0605

County of San Bernardino
Department of Public Works
825 East Third Street
San Bernardino, CA 92415-0835

October 2006

DEBRIS, EROSION, AND SEDIMENT CONTROL SERVICES

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I. INTRODUCTION

The County of San Bernardino Department of Public Works is responsible for the maintenance of 2,825 miles of County road, over 3,000 flood channels, basins, storm drains, dams and levees, and supervises 16 yards that are separated by extensive distances.

The Department plans to utilize contractors for regular maintenance and in emergencies to provide Debris, Erosion, and Sediment Control Services to assist in the prevention and removal of debris from County roads and flood control facilities, and has budgeted approximately \$500,000 per fiscal year per contract for this service.

A. Purpose. The County of San Bernardino Department of Public Works, hereafter referred to as the "County", is seeking proposals from interested and qualified firms to provide various Debris, Erosion, and Sediment Control Services throughout the County. Vendors are not required to provide all components of Debris, Erosion and Sediment Control Services to participate in this Request for Proposal (RFP).

Vendors submitting proposals in response to this RFP will hereafter be referred to as "Proposers". This RFP is being released to identify, pre-qualify, and create a Board-authorized list of vendors, hereafter referred to as "Contractors", who will bid to supply Debris, Erosion, and Sediment Control Services to specific sites as jobs are scheduled, or as emergencies occur.

B. Process. The RFP shall remain open and in effect from October 24, 2006 to February 26, 2009. Proposals shall be accepted and successful Proposers offered contracts according to the schedule noted in the Proposal Timeline (Section I, H).

It is anticipated that once the initial evaluation process is conducted and a list of qualified contractors is created, proposals from vendors not on the list will be accepted and evaluated in accordance with the schedule noted in the Proposal Timeline (Section I, H). Once on the Contractor's list, it is not necessary to submit quarterly proposals.

Contractors are not guaranteed to remain on the list in the event unsatisfactory work is performed on accepted job assignments.

C. Period of Contract. The term of the contract is contingent upon the contract commencement date, to begin upon Board of Supervisors' approval and remain in effect for one (1) year, unless terminated earlier as provided in Section III, D and E and Section VI, A8.

The County reserves the right to negotiate an extension of the contract for up to two (2) additional years, solely within its discretion. Any extensions are subject to Board of Supervisor approval.

D. Minimum Proposer Requirements. All Proposers must:

1. Have no outstanding or pending complaints filed against the company by the County, nor have been debarred or found non-responsible by the County or any other federal, state, or local governmental agency for provision of the materials sought in this RFP. If the Proposer, or any principal, partner, officer or responsible managing officer of the Proposer, or if any principal, partner, officer or responsible managing officer of another entity or organization that has been debarred or found non-responsible as described herein, then this provision is applicable.
2. Have a valid business license in the Proposer's own name (or other proof of valid business).

Please note that a specific license may be required for a particular project. Contractors must maintain the valid applicable license during any time work is performed pursuant to a Contract with the County.
3. Have a minimum of three (3) years experience performing the applicable work required in this RFP.
4. Meet participation requirements listed in this RFP.

E. Correspondence. All correspondence, including responses to the RFP, is to be submitted to:

**County of San Bernardino
Department of Public Works – Operations
ATTN: Tamisha Dennis
825 East Third Street, Room 120
San Bernardino, California 92415-0835
(909) 387-8050 Fax**

F. Proposal Submission Deadline. All proposals must be received at the address listed above no later than **2:00 PM on the deadline specified in Section I, H.**

Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened or considered until the next quarterly evaluation cycle.

G. Questions. Questions regarding the contents of this RFP must be submitted in writing on or before **12:00 PM (PST) of the quarterly Vendor Meeting date specified in Section I, H**, and the questions must be directed to the individual listed in Section I, E. All questions submitted will be answered collectively at the applicable **Vendor Meeting located at the Department of Public Works, 825 East Third Street, Hearing Room**. Questions submitted and the related answers will be posted to the County website listed below on or before 5:00 PM within one week of the Vendor Meeting. Questions will not be accepted after the deadlines for questions for a specific quarter.

www.sbcounty.gov/purchasing, select the "Request for Proposals" link

As of the issuance of this RFP, Vendors are specifically directed not to contact County personnel for separate meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer.

All questions regarding this RFP can be presented in writing as indicated above.

H. Proposal Timeline. The County reserves the right to change any of these dates. Any changes will be communicated in writing. Proposals will be accepted continuously from October 24, 2006 to February 26, 2009; however, contracts will be awarded on a quarterly basis.

Tentative RFP release date:		October 24, 2006		
Quarter	Deadline for Questions, 12:00 PM	Vendor Meeting at 2:00 PM	Quarterly Proposal Deadline at 2:00 PM	Contract Commencement
1Q2007	November 2, 2006	November 2, 2006	November 30, 2006	January 1, 2007
2Q2007	February 1, 2007	February 1, 2007	March 1, 2007	April 1, 2007
3Q2007	May 3, 2007	May 3, 2007	May 31, 2007	July 1, 2007
4Q2007	August 2, 2007	August 2, 2007	September 6, 2007	October 1, 2007
1Q2008	November 1, 2007	November 1, 2007	November 29, 2007	January 1, 2008
2Q2008	January 31, 2008	January 31, 2008	February 28, 2008	April 1, 2008
3Q2008	May 15, 2008	May 15, 2008	May 29, 2008	July 1, 2008
4Q2008	August 14, 2008	August 14, 2008	August 28, 2008	October 1, 2008
1Q2009	October 30, 2008	October 30, 2008	November 27, 2008	January 1, 2009
2Q2009	January 29, 2009	January 29, 2009	February 26, 2009	April 1, 2009

Subsequent proposals from previous Proposers who were not awarded contracts shall not be accepted for a period of one (1) year from the applicable proposal submission deadline.

*** * * END OF THIS SECTION * * ***

II. PROPOSAL CONDITIONS

- A. Contingencies.** This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in its own best interest to do so. The County will notify all Proposers, in writing, if all proposals are rejected. The County reserves the right to waive any immaterial irregularities in a proposal.
- B. Modifications.** The County reserves the right to issue addenda or amendments to this RFP.
- C. Proposal Submission.** To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified due date and time.
- D. Incurred Costs.** This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request, and Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.
- E. Negotiations.** The County may require potential Contractors to participate in negotiations including, but not limited to, price, technical, or other matters for discussion required for award.
- F. Acceptance of Proposals.** Proposals shall remain open, valid and subject to acceptance anytime within one hundred and eighty (180) days from the date the proposal is opened.

The County realizes that conditions other than price are important and reserves the option to make award(s) based on the proposal that best meets the needs of the County and is in the best interest of the County.
- G. Alternate Proposals.** The County will consider any and all proposals as long as they are submitted separately and before the proposal due date. This may include alternate solutions, suggestions or procedures.
- H. Contract.** Upon acceptance of the proposal, Proposer will be required to enter into formal agreement with the County. The terms and conditions of the agreement are set forth in this RFP and the subsequent contract.
- I. Final Authority.** The final authority to award a contract rests solely with the County of San Bernardino Board of Supervisors.

III. PROPOSAL REQUIREMENTS

- A. Scope of Work.** Debris, Erosion and Sediment Control Services, for the purpose of this RFP includes the clearing, removal and disposal of debris of any type, and the placement and installation of products to prevent erosion and/or displacement of sediment onto County roads and into flood control facilities. In the event of emergencies, rapid mobilization and performance of the work described herein is required.

The Proposer must complete the Debris, Erosion and Sediment Control Services schedule in ATTACHMENT C, specifying the type of services available and service areas for which Proposer will bid as jobs are scheduled. Service pricing is not required for the RFP at this time.

1. Debris Control Services include, but are not limited to:

- a. Cleaning of culverts, drains, pipes, etc.;
- b. Debris removal

Debris removal may include the possible screening and separation of the debris; the removal of large rock and boulders; pumping water, mud, and other organic materials from basins, stream beds, channels, culverts, etc.; and the use of various types of heavy equipment;

- c. Disposal of debris or other materials
Disposal may include chipping debris and transporting the waste to landfills, including all associated hauling costs and fees.
- 2. Erosion and Sediment control Services include, but are not limited to:
 - a. Installation of barriers;
 - b. Repair of damage which may include bridges, cement work, asphalt work, road and flood control facilities.
 - c. Slope stabilization;
 - d. Tree removal and stump grinding;

B. Service Requirements.

- 1. All equipment shall be of good commercial quality, in good working order, meet CAL-OSHA safety and insurance certification requirements, vehicle code and air quality regulations, and is subject to County approval.
- 2. All equipment shall arrive at jobsite safety inspected, in good working order and ready to perform.
- 3. Contractor's employees, agents, or representatives, charged with performing Contractor obligations under an accepted job assignment must be trained in their assigned tasks and in the operation and safe handling of the required equipment and materials. Work performed for the County shall be in a good and professional manner, subject to the reasonable satisfaction of the County, and subject to the provisions herein.
- 4. Contractor's employees, agents, or representatives must wear safety and protective gear according to CAL-OSHA standards and any applicable laws.
- 5. Contractors shall be responsible for all required traffic control, including, but not limited to: signs, flagging, arrow/message boards, equipment crossings, and supervision of Contractor's personnel.
- 6. Contractors shall be responsible for any required notification of Underground Service Alert of Southern California (USA).
- 7. Beginning of work and time of completion. The Contractor shall begin work within the timeframe specified on the Request for Bid and shall diligently prosecute the work to completion before the expiration of the time limit specified after the first working day in the Request for Bid.

C. Price Format and Payment Terms.

- 1. Proposers shall complete and sign the Debris, Erosion, and Sediment Control Services Schedule (ATTACHMENT C) designating the areas and service types Proposer will provide for the term of the contract.
- 2. At the time a job is scheduled for performance:
 - a. Contractor shall receive, via facsimile, notification for a Request for Bid that will include specific information regarding the job.
 - b. The price bid at the time the job is scheduled for performance shall include all labor, equipment, services, materials and supplies, and permits required to perform Contractor obligations under an accepted job assignment.
- 3. Contractor shall submit certified payroll for employees charged with performing Contractor obligations under an accepted job assignment upon invoice.

4. Contractors in default of their Contract or an accepted job assignment, as determined by the County, may:
 - a. Be disallowed from bidding on subsequent job assignments for a period of time.
 - b. Have award of other accepted job assignments revoked.
 - c. Have the Debris, Erosion, and Sediment Control Services Contract cancelled.
5. Standard payment terms shall be a minimum of Net 30 days, upon receipt of invoice. No late penalties will be charged or paid on payments that exceed this 30-day minimum. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

D. County of San Bernardino Reserves the Right:

1. To immediately dismiss a contractor from a job if work is found to be deficient in any manner. In the event of such a dismissal, the Contractor will be notified of such deficiency orally and in writing. The County may allow the Contractor the opportunity to remedy the deficiency within twenty-four (24) hours of such notification, or it may terminate service immediately and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.
2. To invoice Contractor for all costs incurred by the County, including assessed fines and or penalties, for Contractor's incorrect, late, or non-performance of obligations under an accepted job assignment. These costs may be offset from any amounts due the Contractor under this Agreement or otherwise.
3. To assess liquidated damages against Contractor for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in the Request for Bid.
4. To hold in retention 10% of the total value of work performed for projects exceeding \$100,000; and, to retain up to \$10,000 for smaller projects, not to exceed 20% of the total value of work performed.

The retention will be held for 35 days following completion of the project. Contractor shall invoice County for release of the retained amount.

The County shall not retain any monies due the Contractor if unconditional releases and waivers from all subcontractors and a certification from the Contractor stating that said subcontractors are the only subcontractors performing work on the project are submitted upon invoice.

The County reserves the right to hold up to 20% of the total value of work performed in retention on projects of any size if Contractor exhibits a history of contract compliance issues, including non-payment of subcontractors.

The actual required retention amount shall be established at the time of Bid award.

5. To require payment of prevailing wages.

E. Notice of Cancellation. The County reserves the right to disqualify Proposers or cancel a contract with a seven (7) day written notice of cancellation in the event the Contractor does not perform services in a satisfactory manner.

F. Award of Contract. Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon meeting the needs of the County of San Bernardino, so determined by the evaluation committee.

*** * * END OF THIS SECTION * * ***

IV. PROPOSAL SUBMISSION

A. Participation. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal serves as agreement that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

B. Proposal Format and Presentation. Proposals must be submitted in the format described in this RFP and prepared in such a way as to provide a straightforward, concise description of ability to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

1. Complete. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
2. Property of County. All proposals and materials submitted become the property of the County and are subject to the "California Public Records Act" as follows:

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Responses may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line contain information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Response in order to facilitate eventual public inspection of the non-confidential portion of the Response.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

If confidentiality cannot be maintained, the Proposer has the option of withdrawing the Response to the Proposal or advising the County of its understanding that this information will become public record.

3. Deadline. Proposals must be received no later than **2:00 PM** on quarterly proposal deadline noted in the Proposal Timeline (Section I, H) at:

**County of San Bernardino
Department of Public Works – Operations
ATTN: Tamisha Dennis
825 East Third Street, Room 120
San Bernardino, CA 92415-0835**

4. Presentation.

- a. An original and four (4) bound copies of the written proposal are required.
- b. The package containing the original and copies must be sealed and marked with the Proposer's name, address, and marked "CONFIDENTIAL – RFP DEBRIS, EROSION, AND SEDIMENT CONTROL SERVICES DPW0605".
- c. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and RFP Debris, Erosion, and Sediment Control Services DPW0605.
- d. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.

5. Format. Response to this Request for Proposal must be submitted in the following format (please see Section VII, Proposal Package Checklist):

- a. **Cover Page.** The cover page should be a letter, on company letterhead, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - 1) A statement that the proposal is submitted in response to the RFP Debris, Erosion, and Sediment Control Services DPW0605.
 - 2) A statement indicating which individuals, by name, title, address, and telephone number are authorized to negotiate with the County on behalf of the organization/firm.
 - 3) The names, addresses, and telephone numbers of 3 business/trade references (those for whom proposer has performed work).
 - 4) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
 - 5) A copy of a valid business license (or other proof of valid business) in the name of the Proposer.
- b. **Statement of Certification.** Attach a completed and signed copy of the "Statement of Certification" form (ATTACHMENT A).
- c. **Former County Administrative Officials.** Attach a completed and signed copy of the "List of Former County Administrative Officials" form (ATTACHMENT B).
- d. **Service Schedules.** Attach completed and signed copies of any or all the Services Schedules (ATTACHMENT C).
 - 1) Proposers must explain any assumptions and/or constraints.
 - 2) Proposers must explain any additional charges and/or fees in the proposal.
 - 3) Proposers must explain any prompt payment cash discounts.

V. PROPOSAL EVALUATION AND SELECTION

- A. Evaluation Process.** All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance as determined by reference checks and other information in the possession of or accessible to the County. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Proposer.

B. Evaluation Criteria.

1. **Initial Review.** All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of Section IV, B of this RFP.
 - b. Prospective contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, D of this RFP.

Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. **Technical Review.** Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Ability to provide the equipment noted in the Service Schedules (ATTACHMENT C) in a timely manner. This includes, but is not limited to, providing sufficient personnel, required licenses, and equipment.
 - b. Equipment and related services must meet requirements identified in Section III, and on the Service Schedules (ATTACHMENT C).
3. **Selection.** Selection will be based on the proposals that best meet the requirements of this RFP and the needs of the County.

- C. Contract Award.** Contract(s) will be awarded based on a competitive selection of proposals received. Award of contract may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

- D. Procedural and Award Disputes.** In the event a dispute arises concerning the proposal process prior to award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Public Works or designee, within ten (10) calendar days of notification of non-selection.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, a panel designated by the Director of the Department of Public Works, or his designee will handle all protests.

The Director of the Department of Public Works or designee shall consider the request and respond in writing within ten (10) calendar days of receipt of request, or as soon thereafter as such response can be developed, advising of the decision with regard to the protest and the basis for the decision.

All protests must be submitted to:

**County of San Bernardino
Department of Public Works
ATTN: Director of Public Works
RFP DEBRIS, EROSION, AND SEDIMENT CONTROL SERVICES DPW0605
825 East Third Street
San Bernardino, California 92415-0835**

* * * END OF THIS SECTION * * *

VI. GENERAL AGREEMENT TERMS

A. Contract Requirements

1. Representation of the County. In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Release of Information. No news press releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County.
3. Contractor Primary Contact. The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to County inquiries within twenty-four (24) hours. Contractor shall not change the primary point of contact without written acknowledgement to the COUNTY. Contractor must supply the County with an emergency 24-hour contact and telephone number.
4. Change of Address. The Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
5. Subcontracting. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payment of any subcontractor's contract.

The Contractor shall act as the single principal for all service in this contract. This requires a single point of contact representing the Contractor.

6. Agreement Assignability. Without the prior written consent of the County, the agreement is not assignable by Contractor either in whole or in part.
7. Agreement Amendments. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed and attached to the original Contract and approved by the required persons at the County.
8. Termination for Convenience. The County for its convenience may terminate this Contract in whole or in part upon seven (7) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.
9. Participation Clause. The County desires that other Department of Public Works Divisions, Special Districts, Municipalities, School Districts, and other Tax Exempt Districts within the County of San Bernardino requiring Debris, Erosion, and Sediment Control Services, may at their option and through the County Purchasing Agent, avail themselves of the agreement resulting from this proposal. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that:
 - a. Such a Governmental body does not have and will not have in force any other contract for like purchases.
 - b. Such a Governmental body does not have under consideration for award any other bids or quotations for like purchases.
 - c. The County will not be liable for any such purchases made between the Contractor and another Governmental body that avail themselves of this agreement.

10. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Sec. VI, B1, INDEMNIFICATION.
11. Venue. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
12. Licenses and Permits. Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of this Agreement.
13. Labor Laws. Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding; the employment of apprentices; minimum and prevailing wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.
14. Equal Employment Opportunity Program. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
15. Notification Regarding Performance. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the County immediately via telephone, and in writing within one (1) working day.
16. Conflict of Interest. Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Proposer or officer or employee of the Proposer.
17. Former County Officials. Contractor must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business (ATTACHMENT B). This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.
18. Inaccuracies or Misrepresentations. If in the course of the RFP process or in the administration of a resulting Contract, the County determines that Contractor has made a material misstatement or

misrepresentation or that materially inaccurate information has been provided to the County, Contractor may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Improper Consideration. Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any Contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Disclosure of Criminal and Civil Proceedings. The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award or contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's office or locations.

21. Recycled Paper Products. The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.
22. Right to Monitor and Audit. The County, State and Federal government shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Contractor of such deficiency orally and in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option may terminate this Agreement immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.
23. Availability of Records. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

B. Indemnification and Insurance Requirements

1. Indemnification. The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
 - a. ***Workers' Compensation*** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. ***Comprehensive General and Automobile Liability Insurance*** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-

owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- C. Additional Named Insured.** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and San Bernardino County Flood Control District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights.** The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.
- E. Policies Primary and Non-Contributory.** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage.** The Contractor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VII. PROPOSAL PACKAGE

Proposer must submit an original and four (4) bound copies of the proposal (as per Sec. IV, B, 4a, Page 6).

Item	Proposal Checklist Description	Included
1	Cover Page with copy of Business License (as per Sec. IV, B, 5a, Page 7)	<input type="checkbox"/>
2	Proposal Package Coversheet Statement of Certification (ATTACHMENT A, as per Sec. IV, B, 5b, Page 7)	<input type="checkbox"/>
3	List of Former County Administrative Officials (ATTACHMENT B, as per Sec. IV, B, 5c, Page 7 and Sec. VI, A17, Page 10)	<input type="checkbox"/>
4	Service Schedules (ATTACHMENT C, as per Sec. IV, B, 5d, Page 7)	<input type="checkbox"/>

* * * END OF THIS SECTION * * *

DEBRIS, EROSION, & SEDIMENT CONTROL SERVICES PROPOSAL PACKAGE

Vendor Information: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship

Vendor Name:	
Federal Tax ID:	
(Required if sole proprietorship) Owner Name & Telephone No.:	
Contact Name Telephone No.: Fax No.:	24-Hour Information Contact Name: Telephone No.:
Mailing Address:	Remittance Address:
Contractor's License Number:	Expiration Date:

STATEMENT OF CERTIFICATION

I, _____, of _____
Representative name Vendor organization

have the authority and do submit this proposal to provide to the County of San Bernardino the following:

Product/Service Description	Cost	Timeframe
Debris, Erosion, and Sediment Control Services (as per Sec. III, A)	SEE ATTACHMENT C	TBD*

* To Be Determined (TBD) as jobs are scheduled.

I certify that:

1. All declarations in this proposal and attachments are true and constitute a warranty, the falsity of which entitles the County to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date this proposal is opened and recorded.
4. All aspects of this RFP and the proposal submitted are binding if this proposal is selected and a contract awarded.
- 5.

_____ agrees to provide the County with any
Vendor organization

additional information it deems necessary to accurately determine ability to perform services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

6. _____ does not have any commitments or potential
Vendor organization

commitments which may impact its assets, lines of credit, guarantor letters, or ability to perform the contract.

7. _____ will comply with all applicable rules, laws and
Vendor organization regulations.

*Authorized
Signer*

Date _____

*Print
Name*

LIST OF FORMER COUNTY ADMINISTRATIVE OFFICIALS

INSTRUCTIONS: List the full name of the former County Administrative Official, the title/description of the Official's last position with the County, the date the Official terminated County employment, the Official's current employment and/or representative capacity with the Proposer, the date the Official entered Proposer's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

Authorized
Signer _____ *Date* _____

Print
Name _____

DEBRIS, EROSION, & SEDIMENT CONTROL SERVICES QUESTIONNAIRE

Please complete this form, attaching documentation and additional sheets, as needed.

1. Please list certifications related to the work required for this RFP and maintained by your company. Include a copy of a current State Contractor's License from the State of California Department of Consumer Affairs (as applicable to the service company is to provide).

2. Please list equipment related to the work required for this RFP and available through your company (mining-size equipment may be required in specific instances).

3. Please give up to 3 significant incident histories of work performed by your company, include incident locations, circumstances, dates and times, remedies, and costs.

4. Please list available personnel able to perform work required for this RFP, include applicable training, licensing, and certifications.

Authorized Signer

Print Name

Date

DEBRIS, EROSION, & SEDIMENT CONTROL SERVICE SCHEDULE

Type or write "X" in the applicable boxes specifying the services and areas for which Vendor is willing to bid as jobs are scheduled.

		AREAS (Noted communities are generalized locations)				
		Foothills (San Gabriel, San Bernardino Highland, Redlands, Rancho Cucamonga)	High Desert (Apple Valley, Baker, Barstow, Hesperia, Victorville)	Low Desert (Big River, Needles, Trona, 29 Palms, Yucca Valley)	Mountains (Big Bear, Blue Jay, Crestline, Running Springs)	Valley (Chino, Fontana, East Valley – San Bernardino, Yucaipa)
S E R V I C E S	Slope Stabilization					
	Installation of Barriers					
	Repair of Damaged Asphalt work, Bridge work, Concrete work, & Flood Control Facilities					
	Cleaning of Culverts, Drains, Pipes, etc.					
	Debris Removal					
	Tree Removal					
	Stump Grinding					
	Disposal					
	Permits (as needed)					
	Traffic Control (as needed)					
	Underground Service Alert, SC (as needed)					

Explanations:

Authorized Signature

Print Name

Date